

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO.03-301

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed bid for:

MASTER LOGGER RECORDER SYSTEM FOR THE Animal Control Division of the Lincoln Lancaster County Health Department

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, December 3, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**CITY OF LINCOLN
GENERAL SPECIFICATIONS
MASTER LOGGER RECORDER**

1. APPLICATION

- 1.1 The City of Lincoln Animal Control provides public health and safety communications to the City of Lincoln, Nebraska.
- 1.2 The center receives about 60,000 telephone calls a year.
- 1.3 In a twenty-four period 164 phone calls are processed, of which approximately 5 to 10 are actual priority calls or emergency requests from citizens.
- 1.4 The center operates 16 hours a day (7:00 am to 11:30 pm) 365 days a year.
- 1.5 In addition to receiving incoming phone calls to the Animal Control center from citizens, the Lincoln Police Department, the Lincoln Fire Department, and the Lancaster Sheriff's Office, the center dispatches to Animal Control officers in the field via radio the calls for service.
- 1.6 The Master Logging Recorder will record all of this activity.
 - 1.6.1 The information recorded is used for evidentiary purposes in court cases, to verify the facts of a call, to resolve complaints, and for quality control within the center.
 - 1.6.2 For these reasons it is imperative that the recording equipment be able to integrate with the radio and telephone systems and be of the highest possible reliability with zero failure.

2. SCOPE OF THE PROJECT

- 2.1 Contractor shall furnish all labor, equipment and materials to install the new equipment in accordance with manufacturers' recommendations, industry practices and local building codes.
- 2.2 City will provide all electrical outlets required.
 - 2.2.1 Contractor shall inform the City of all requirements for electrical.
- 2.3 Contractor will provide and install all communications cabling to a demark located in the equipment room.
- 2.4 Upon completion of installation, contractor will provide as-built drawings with all circuits and system design identified.
- 2.5 All deliveries and installations shall be coordinated with Jim Weverka, 402-441-7900
- 2.6 The award of this contract will be based on the technical requirements attached to this bid.
 - 2.6.1 In order for your bid to be accepted the Technical Requirements must be addressed and submitted with the bid.
 - 2.6.1.1 Technical Requirements are attached to these specifications as a separate section.
- 2.7 Technical questions about this bid shall be addressed to Ray Ryan with the Radio Shop at ryan@ci.lincoln.ne.us with a cc: to Vince Mejer with Purchasing at vmejer@ci.lincoln.ne.us .

3. GENERAL

- 3.1 It is the intent of this specification to describe the minimum requirements for a digital voice recording system to be used by the City of Lincoln.
- 3.2 All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide this system shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this specification.
- 3.3 A bid will not be considered if a bidder has failed to show without a doubt that he is bidding on regularly manufactured equipment, **tried, proven and in current use.**
- 3.4 A list of three or more equipment user, including name, contact person and phone number, must be provided **with your bid response.**
- 3.5 Bidder shall attach manufacturer's current literature and specifications covering the latest model of equipment on which he is bidding and which specifically and clearly indicates coverage of all items shown in the bid specifications.

- 3.5.1 If the manufacturer's literature does not clearly reflect these items, the bidder shall attach certification from the manufacturer that the bids comply with the bid specifications.
- 3.6 Bidder must complete all included exhibits and the technical requirement questionnaire.
- 3.7 The selected vendor will be responsible for a total "turn-key" installation and connection, of a Digital Recording, Logging, playback, and dubbing system in the Communication Center.

4. PROJECT

- 4.1 City of Lincoln is interested in obtaining prices to acquire the equipment identified herein as an outright purchase.
- 4.2 The bid chosen will be dependent upon funding and applicable approvals where required.
- 4.3 The bid shall include 24/7 maintenance as an option.
 - 4.3.1 If vendor can not bid 24/7 maintenance they must explain what maintenance is included and in detail.

5. RESPONSE SUBMISSION

- 5.1 City of Lincoln reserves the right to reject any or all bids, bid responses or quotations, waive any technicality or error in bid, bid response or quotation or any part therein, and to accept the same or combinations, in whole or in part, whenever such waiver or acceptance is deemed to be in the best interest of the City of Lincoln.

6. DELIVERY

- 6.1 The equipment purchased by City of Lincoln hereunder, shall be delivered to its proper location and installed by the Contractor without additional cost or expense to City of Lincoln and at the convenience and direction of City of Lincoln.
- 6.2 City of Lincoln shall not be deemed to have accepted any component of piece of equipment until such time as said equipment has been installed and operating in accordance with the specifications, as indicated by signature on acceptance certificate of which Contractor will be sent copy.

7. PERMITS, LICENSES AND FEES

- 7.1 The Contractor shall obtain and pay for all permits, inspection fees, licenses, insurance, etc., necessary for the performance of the work included herein.

8. PROSECUTION OF WORK

- 8.1 The installation thereof shall be accomplished with minimum interruption to the normal business operation.
- 8.2 All work shall be done in a neat and professional manner and shall comply with applicable national, state and local codes and regulations.
- 8.3 Primary power electrical work shall be done by or under the supervision of an electrician licensed by the State of Nebraska.

9. SUPERVISION BY CONTRACTOR

- 9.1 The Contractor shall have a complete set of Plans and Specifications available on the Project at all times while the work is in progress, shall assume full responsibility for supervision of the work irrespective of the amount of work sublet, and shall give the work the constant attention necessary to facilitate satisfactory progress and to assure completion in accordance with the terms of the Contract and the agreed upon completion time line
- 9.2 During the life of the Contract, the Contractor shall provide and have at all times a competent person/individual in charge of the overall Project, who will be personally available within 24-hours notice.
- 9.3 This person may be either the Contractor or a responsible employee trained by the Contractor.
- 9.4 This individual shall be fully authorized to conduct all business with the subcontractors: to negotiate and execute all Supplemental Agreements; to execute the orders and directions of the Engineer without delay; and to promptly supply the materials, equipment, tools, labor and incidentals necessary for prosecution of the work.

10. RISK OF DESTRUCTION OR DAMAGE

- 10.1 Prior to the acceptance of such equipment purchased by City of Lincoln hereunder, the Contractor shall be responsible for destruction or damage of such equipment while in transit or storage.
- 10.2 In the event destruction or damage occurs to such equipment or to existing City owned equipment or facilities due to fault or actions of the vendor's equipment or Contractor personnel's negligence, the Contractor shall replace or repair such equipment and/or facilities without additional cost or expense to City of Lincoln.

11. SERVICE, PARTS AND WARRANTIES

- 11.1 System shall be warranted for one year after acceptance covering parts and labor.
- 11.2 Vendor and/or manufacturer will guarantee parts availability and support for not less than ten years.
- 11.3 Spare parts shall be handled on a rolling repair-and-return basis.
- 11.4 Sufficient spares shall be provided to the Purchaser by the Vendor to implement this approach.
- 11.5 The Vendor may draw upon this spares inventory as necessary during the warranty/ maintenance period, replacing those used on an as-used basis.
- 11.6 Warranty period shall commence on the date of system acceptance, not on the date of equipment delivery or completion of installation.

12. MAINTENANCE CONTRACT

- 12.1 The Bidder shall offer a separate one (1) year with option to renew for three (3) additional one year periods maintenance contracts for each component as well as for the system software contained in the Bid.
- 12.2 These maintenance contracts shall take effect immediately following the expiration of the warranty period.
- 12.3 It is the intent of this paragraph to obtain maintenance quotations on those items that are not directly related to the normal shop maintenance articles.
- 12.4 The items to be included under separate maintenance shall include, but are not limited to items manufactured by sub-vendors and other computer or telephone equipment items.
- 12.5 This system maintenance contract shall be based on the initial system configuration.
- 12.6 The vendor shall guarantee full service maintenance contracts as a mandatory option for not less than ten (10) years after delivery, with WRITTEN price list for each year beginning with year 1 through year 10.
- 12.7 Any increase due to inflation or other wise should be so noted.
 - 12.7.1 There should be no hidden cost.

13. MAINTENANCE STANDARDS

- 13.1 The following maintenance standards shall be followed:
 - 13.1.1 The approach to maintenance of this system shall be preventive maintenance.
 - 13.1.2 Equipment shall be maintained in a clean condition; oil, dust and other foreign substances shall be removed on a routine basis.
- 13.2 Minimum replacement parts standards shall be equal in quality and ratings to the original parts.
- 13.3 Equipment and system performance shall be maintained at the level initially described in these equipment and systems specifications.
 - 13.3.1 The service organization shall maintain records to confirm this has been done.
- 13.4 Routine maintenance procedures recommended by the equipment manufacturer shall be followed as outlined in the proposal.
- 13.5 Vendor shall provide only factory trained and authorized maintenance personnel.
- 13.6 The service organization(s) shall maintain comprehensive installation and instruction manuals for all systems equipment.
 - 13.6.1 These manuals shall become the property of the City, and shall revert to the City at such time as the City assumes the maintenance responsibility for the system.

14. VENDOR SUPPORT

- 14.1 The Vendor will be expected to provide dedicated support for the life of the Logging Recorder system (10 -15 years) in the areas of service, modernization, and updating at minimum cost to the City.
 - 11.4.1 In this regard, "support" shall be considered to include: professional and timely service in the repair, maintenance, and modifications of the system during Warranty, immediate availability and provision of new parts, materials and equipment beyond that specified herein; service and design/engineering counsel following Warranty for the life of the system; and any such response as is expected of a service oriented business.
 - 14.1.2 The Bidder shall address this issue in the Bid, describing also the mechanisms for reporting the availability of upgrades and for procuring and implementing those upgrades.
- 14.2 The Bidder shall certify in his Bid that board and component level parts for all equipment proposed shall be available during installation and shall continue to be available for the period of production of that equipment, or for a period of ten years following system acceptance, whichever is greater.
- 14.3 A sufficient supply of spare parts shall be immediately available to allow immediate restoration of minimal operation of the Logging Recorder system.
 - 14.3.1 Other parts shall be available via emergency request and airfreight within twenty-four hours of the equipment failure.
 - 14.3.2 The Bidder shall state in the Bid the locations and level of parts availability for all permanent parts depots serving the City's area.
- 14.4 In the event that the Vendor develops and announces for sale to the public, equipment or system components that are newer, less expensive, or better suited to the City's needs after the date of the contract, and prior to equipment shipment, the City shall have the right to cancel any portion of the system under that contract (subject to mutually negotiated cancellation charges), and be granted a credit toward the purchase price of any such newer components as hereinafter specified.
- 14.5 The Vendor shall provide the City with timely notice of the availability of such newer equipment or components.
- 14.6 The City of Lincoln will have 180 days after installation to evaluate and accept the system.

15. SYSTEMS TESTING AND ACCEPTANCE

- 15.1 Acceptance of the final system will be based upon satisfactory performance in the operating environment.
- 15.2 The Vendor shall perform the testing and acceptance procedures described below.
 - 15.2.1 The Vendor shall update the approved acceptance test plan based on the general procedures described herein.
 - 15.2.2 The test plan will document how each functional specification is to be tested, the method of testing, and the anticipated results.
 - 15.2.3 Within 30 days after completion of acceptance testing, the Vendor shall provide a written report to document compliance with the test, and to indicate test results problems, solutions, and a schedule to effect such solutions.

16. FUNCTIONAL ACCEPTANCE TEST

- 16.1 The Vendor shall demonstrate every hardware configuration, and shall exercise every assembly or subassembly in the course of the test.
 - 16.1.1 The intent is to ensure that every circuit is activated and demonstrated to be operational at some point.
 - 16.1.2 This can most efficiently be done with several well-planned end-to-end operational tests.
- 16.2 The Vendor shall demonstrate every functional attribute of the software including system software, operating system, language compilers, utilities, and all ancillary application program modules.

- 16.3 The system shall meet all of the requirements defined in the specifications, including but not limited to:
 - 16.3.1 Real-time audio can be monitored without interrupting ongoing activity.
 - 16.3.2 Locate a single transmission by date/time and ability to make a recording of it in real-time.
 - 16.3.3 Several channels can be monitored and dubbed simultaneously.
 - 16.3.4 An alarm is enunciated to customer's designated location for specific system failures.
- 16.4 Before the City makes final acceptance, the system must run for one hundred eighty (180) consecutive day without any failures (zero failure rate).
- 16.5 If successful completion of the system test is not attained within 180 days of starting the operational test, the city will have the option, at its sole discretion, of canceling the contract or continuing the acceptance tests.

17. SCOPE OF TESTS

- 17.1 The following shall be tested and the results included in the test reports:
 - 17.1.1 Verification of all Logging Recorder systems functional specifications.
 - 17.1.2 Verification of all functions and commands.
 - 17.1.3 Automatic backup switching and recovery under failure.
 - 17.1.3.1 This test shall, at a minimum, verify the alarm function for all specified failure modes.
- 17.2 A major **software failure** shall include any failure that:
 - 17.2.1 Causes the Logging Recorder operating system to restart or reboot.
 - 17.2.2 Causes an incorrect display of information to occur at any display device.
 - 17.2.3 Causes a fatal error (systems down, keyboard locked, etc.)
 - 17.2.4 Causes the loss of any recorded data (lost calls)
- 17.3 **Scheduled Down Time**
 - 17.3.1 In the event the Vendor alerts the user in advance that the system will be experiencing a specific software degradation for a particular period (for example while implementing new software revisions or troubleshooting for problems that have not yet exhibited themselves in operation), system testing may be suspended for the duration of that period, and then re-established where it left off.
- 17.4 In the event that the system experiences a major unanticipated failure, the Vendor shall correct the failure after which, at the option of the user, a new system test may be initiated.
- 17.5 The system will have one-year warranty for parts and labor, to begin after the city accepts the system.

18. OPTIONAL FEATURES

- 18.1 Optional features to be considered by the purchaser to be priced by the vendor separate and in addition to the rest of the bid.
- 18.2 Recording of Trunked Radio System Information:
 - 18.2.1 The Logging Recorder shall have the ability to receive and record radio channel and individual radio identification information as made available from the City's Ericsson "EDACS" 800 Mhz Trunked Radio System.
 - 18.2.2 This information should be recorded to the call database for use in locating specific recorded voice traffic and reconstruction.

TECHNICAL REQUIREMENTS QUESTIONNAIRE

1. The archive media shall be DVD in the proposed system. Systems utilizing a "tape only" medium for the main system or archives, will not be considered.
 _____ Meets or exceeds _____ Does not Meet
2. The device and disks proposed will write only correct data, thereby assuring the proper recording of voice communications.
 _____ Meets or exceeds _____ Does not Meet
3. The recorder shall accurately log and report all events, to include: Caller ID DTMF, VOX, ALI, ANI, and other events, etc.
 _____ Meets or exceeds _____ Does not Meet
4. The recorder system will be new equipment, from the most recent production lots.
 _____ Meets or exceeds _____ Does not Meet
5. Instant recall, from the main system or archival storage, shall be provided from the source containing the "actual" voice recording (without dead air time recorded).
 5.1 However, the system must be able to playback in real time.
 _____ Meets or exceeds _____ Does not Meet
6. Main or internal disk drives and archival media must have a total minimum capacity of 40GB.
 6.1 Please attach documentation, with your bid response, describing your expansion capabilities and related pricing information which must remain firm for one-year from date of system purchase.
 6.2 Digital recording modules will have a minimum of 540 hours per hard drive capacity.
 _____ Meets or exceeds _____ Does not Meet
7. The time to load, search, and retrieve pre-recorded (archival) data on a disk will not exceed 5 seconds under normal operating conditions.
 7.1 The speed of access to archival data is extremely important. Systems that do not meet these specifications will not be considered.
 7.2 The retrieval of archived data must not impact the normal operation of recording functions within the proposed system.
 _____ Meets or exceeds _____ Does not Meet
8. Information from designated radio and telephone systems is to be recorded and logged.
 _____ Meets or exceeds _____ Does not Meet
9. The system will be configured and equipped to simultaneously record and log all audio information from at least 8 channels, expandable to 32 channels.
 9.1 Please attach documentation, with your bid response, describing your expansion capabilities and related pricing information which must remain firm for one-year from date of system purchase.
 _____ Meets or exceeds _____ Does not Meet
10. The system must be capable of simultaneous recording and playback without interruption or interference with ongoing activities.
 _____ Meets or exceeds _____ Does not Meet
11. The system must be user friendly.
 11.1 The proposed recording system operation functions will feature familiar terms and names associated with older generation analog recorder operations
 _____ Meets or exceeds _____ Does not Meet
12. The system must have the capability to silent monitoring of live calls in real time with no downstream delay.
 _____ Meets or exceeds _____ Does not Meet
13. Silent monitoring is defined as, the ability to monitor live radio or telephone activity in progress, without interfering with, or being detectable by the operators being monitored.
 _____ Meets or exceeds _____ Does not Meet
14. Silent monitoring will be accomplished from any networked PC workstation, with the appropriate security access.
 _____ Meets or exceeds _____ Does not Meet
15. The system will have the ability to export live audio to internet/IP applications.
 _____ Meets or exceeds _____ Does not Meet

16. Reporting capabilities for alarms, system configuration, and media library.
_____ Meets or exceeds _____ Does not Meet
17. Printable reports. Samples of all printable reports will be provided for inspection prior to final purchase decision.
_____ Meets or exceeds _____ Does not Meet
18. If report software listed in 17 is separate from the main system software, the City will receive an additional demonstration of the report software and additional cost estimates prior to final purchase decision.
_____ Meets or exceeds _____ Does not Meet
19. Archived media will have a user defined security control. The recorder software shall provide options to automatically prevent media from being erased or over-written for a user specified time period. Once the user has set this option, any media recorded on the recorder cannot be overwritten or erased until the archive life has expired without the express use of a separate secure override procedure.
_____ Meets or exceeds _____ Does not Meet
20. Search capabilities will include call tagging and call notation.
_____ Meets or exceeds _____ Does not Meet
21. System will have audio and visual alerts at the remote PC workstation(s) for any system failures, including but not limited to, end of archival media, near end of archival media, and channel inactivity. There should also be alert capability on the logger itself.
_____ Meets or exceeds _____ Does not Meet
22. Alerts will be in three levels, Critical, Advisory, and Informational.
_____ Meets or exceeds _____ Does not Meet
23. Recording initiated by current sensing, voltage sensing, external closure, VOX sensing, and must work with off-hook phones.
_____ Meets or exceeds _____ Does not Meet
24. System will have orderly power loss shutdown and automatic restart.
_____ Meets or exceeds _____ Does not Meet
25. System will be UPS compatible.
_____ Meets or exceeds _____ Does not Meet
26. System will have remote maintenance via modem.
_____ Meets or exceeds _____ Does not Meet
27. The system must have the minimum capabilities to search by Date, Time, Caller ID, Talk group ID, Radio ID.
_____ Meets or exceeds _____ Does not Meet
28. The system must be designed and rated for continuous duty: 24-hours a day, 365 days per year.
_____ Meets or exceeds _____ Does not Meet
29. The system must include two (2) user manuals and two (2) complete sets of maintenance/repair manuals per device (hard copy) and one (1) each on CD ROM
 - 29.1 The Vendor shall provide two (2) sets of operator's manuals for use by non-technical operational personnel. Operational documentation shall include, as a minimum :
 - 29.1.1 Instructions for utilizing training modules.
 - 29.1.2 Descriptions of functions, operating procedures, screen formats, and commands.
 - 29.1.3 Description of all system codes, mnemonic codes, abbreviations, error messages.
 - 29.1.4 Description of available capabilities and search selection parameters.
 - 29.1.5 Tape recorder Operator maintenance procedures and requirements.
 - 29.1.6 Set-up procedures.
 - 29.1.7 Schedules for recorder maintenance.
 - 29.1.8 System problem definition (list of possible problems) and resolution.
_____ Meets or exceeds _____ Does not Meet
30. For computer controlled systems, Software Documentation shall include:
 - 30.1 System generation/loading procedures.
 - 30.2 System calls flow and processing description.
 - 30.3 Description of all utilities.
 - 30.4 System maintenance and test procedures.
 - 30.5 Description of system error processing routines – i.e. how to purge erroneous data while system is operational.
_____ Meets or exceeds _____ Does not Meet

31. Two complete sets of hardware documentation shall include but not limited to:
 - 31.1 Users manual for all equipment.
 - 31.2 Maintenance manual including verbal description of the device, circuit drawings and schematics, theory of operation, parts list, and cabling diagrams
 - 31.3 Troubleshooting software, including documentation of such software.

_____ Meets or exceeds _____ Does not Meet
32. Vendor will supply 2 complete copies of the original installed software.

_____ Meets or exceeds _____ Does not Meet
33. The system shall be agency approved by Underwriter's Laboratories (UL), CSA and FCC part 15 and part 68, shall be labeled with appropriate markings.

_____ Meets or exceeds _____ Does not Meet
34. The system must allow the user to visually monitor all channel activity in play and record modes.

_____ Meets or exceeds _____ Does not Meet
35. The system must allow a minimum of 4 channels to be grouped together and played back simultaneously in time synchronization.

_____ Meets or exceeds _____ Does not Meet
36. Audio buffering during system failure

_____ Meets or exceeds _____ Does not Meet
37. Ability to search hard-drive by date, time position, incident, last call or next call.

_____ Meets or exceeds _____ Does not Meet
38. Ability to search archival media by date, time position, incident, last call, or next call.

_____ Meets or exceeds _____ Does not Meet
39. A minimum of 650 hours capacity per archival media

_____ Meets or exceeds _____ Does not Meet
40. There will be no time discrepancies between channels regardless of the length of reproduction.

_____ Meets or exceeds _____ Does not Meet
41. Multi-level password security shall be provided to limit access and afford functional control for authorized users.

_____ Meets or exceeds _____ Does not Meet
42. If the unit is software driven, software upgrades shall be released to the customer when available from the manufacturer.
 - 42.1 The software upgrades will be "no charge" items, included under initial warranty or an extended maintenance and or warranty contract with the vendor

_____ Meets or exceeds _____ Does not Meet
43. All electronic circuits in the system shall be of a modular design, arranged to facilitate quick replacement.
 - 43.1 Service to the system would ideally be through the face or front panel of the system's cabinet.

_____ Meets or exceeds _____ Does not Meet
44. System should provide the ability to listen to multiple channels simultaneously and to selectively mute individual channels during playback

_____ Meets or exceeds _____ Does not Meet
45. All inputs shall be balanced 10K ohms or greater.
 - 45.1 System inputs shall fully comply with FCC part 68 requirements for termination directly to telephone lines.
 - 45.2 *Proposed system specifications requiring external coupling devices are not preferred*

_____ Meets or exceeds _____ Does not Meet
46. Analog signals shall be digitally sampled and recorded.

_____ Meets or exceeds _____ Does not Meet
47. Digital compression shall be a minimum of 7.5 to 1.

_____ Meets or exceeds _____ Does not Meet
48. Frequency response shall cover a minimum of 300 to 3,000 Hz and be configurable to notch filter 2175 Hz audio from the recorded audio.

_____ Meets or exceeds _____ Does not Meet
49. Signal to noise ratio shall be greater than 40dB

_____ Meets or exceeds _____ Does not Meet
50. Recording amplifiers shall provide a beep tone on a channel by channel basis, selected by user applied on/off switch.

_____ Meets or exceeds _____ Does not Meet

51. Recording amplifier cross-talk isolation will exceed 55dB
 _____ Meets or exceeds _____ Does not Meet
52. Self-test diagnostics shall provide visual and audio alarms in the event of failure in several areas: archive disk drive failure, system hard drive failure, record amplifier failure, etc.
 _____ Meets or exceeds _____ Does not Meet
53. A means shall be provided to make an adjustment to further reduce or eliminate the background noise of the playback signal to a dubbing recorder.
 _____ Meets or exceeds _____ Does not Meet
54. The following audio outputs shall be provided: cassette recorder with RCA pin type jacks and headphone mini phone jacks.
 _____ Meets or exceeds _____ Does not Meet
55. The recording unit will include a built-in front panel mounted speaker capable of clear and audible audio reproduction under normal ambient-noise operation conditions
 _____ Meets or exceeds _____ Does not Meet
56. At system power-up a main menu shall automatically appear. All menus shall be easily accessible and user friendly.
 _____ Meets or exceeds _____ Does not Meet
57. Stem must have visual indications of the presence of audio during record and playback.
 _____ Meets or exceeds _____ Does not Meet
58. The media used in the system must include a unique electronic label with a minimum of 6 characters or numbers.
 _____ Meets or exceeds _____ Does not Meet
59. Power requirements: commercial power 90-132 volts AC, 61Hz, single phase.
 _____ Meets or exceeds _____ Does not Meet
60. System will be operationally compatible with and have input connections for a "NetClock" time synchronization device by Spectracom (or approved equivalent), using an RS-232 or IRIG-B external time source.
 _____ Meets or exceeds _____ Does not Meet
61. The system must have a minimum of 1-year parts and labor warranty from the date of successful installation and acceptance.
- 63.1 The vendor will, at no cost to the City, make any and all adjustments, or replacements to maintain the system in proper operational condition during this period.
- 63.2 The authorized service agent shall keep the required parts on hand for immediate replacement as necessary
 _____ Meets or exceeds _____ Does not Meet
62. The vendor must be an authorized manufacturer's representative of the product(s) that they are proposing, and be able to furnish proof upon request.
 _____ Meets or exceeds _____ Does not Meet
63. A cassette re-recording or dubbing device is required which is capable of high quality ~~from~~ the recording device to a standard size audiocassette.
- 63.1 The additional cassette system shall have VOX, compiling mode transfer, and voice prompt date/time stamp (synchronized to audio output) on the secondary channel for date and time stamp.
- 63.2 Both features shall allow enabling or disabling at any time.
- 63.3 This dubbing recorder should also have the ability to create two audio cassettes at once from the source playback unit.
 _____ Meets or exceeds _____ Does not Meet
64. The dubbing recorder should have a microphone input which will be used to add an agency specific message at the beginning to each tape that is dubbed from disk.
 _____ Meets or exceeds _____ Does not Meet
65. A headset jack should be provided on the recorder system to allow headset use when in a playback or dubbing mode (increased confidentiality).
 _____ Meets or exceeds _____ Does not Meet
66. The system must have the ability to record and display a complete list of all media that has been recorded, including: disk number, start and end dates, number of calls, and an area for notes.
 _____ Meets or exceeds _____ Does not Meet

67. The system shall require the playback portion of the recorder to use a naming convention for individual channels.
 67.1 This would eliminate anytime consuming cross-referencing or mistakes involving channel number.
 _____ Meets or exceeds _____ Does not Meet
68. System must be "Windows 2000 or XP" bases with menu driven screens.
 _____ Meets or exceeds _____ Does not Meet
69. All software must be compatible with IBM: "Windows 2000 or XP" based PC's with mouse capabilities.
 _____ Meets or exceeds _____ Does not Meet
70. No stand-alone PC workstation required.
 _____ Meets or exceeds _____ Does not Meet
71. Vendor must supply "playback" software PC requirements necessary for a "playback" workstation to be supplied by the City.
 _____ Meets or exceeds _____ Does not Meet
72. The playback software must be capable of running with other simultaneous "Windows" and network applications.
 _____ Meets or exceeds _____ Does not Meet
73. The system must be compatible with the City's Ethernet network and run on a 10 megabytes or faster Ethernet.
 73.1 Connectivity over the Ethernet to any PC with the appropriate software and security access.
 _____ Meets or exceeds _____ Does not Meet
74. Multiple transports or drives per device/system are required to provide backup for a faulty disk and/or faulty transport drive.
 74.1 When one transport or drive reaches full capacity on the disk it must automatically initiate recording on the stand-by drive or buffer in a serial fashion without the loss of any data.
 _____ Meets or exceeds _____ Does not Meet
75. The archive media must be capable of being user formatted "on the fly".
 _____ Meets or exceeds _____ Does not Meet
76. System must provide for redundancy either through dual drives, RAID 5 tower, or other means in order to effect an immediate switch-over in case of a failure in the primary recording device/system without human intervention.
 76.1 Vendors are to include with their bid response the various means by which this can be achieved, inclusive of all pricing information.
 76.2 The "backup device/system", must be installed at the Communications Center in order to effect an immediate switch-over in case of total failure in the primary recording device/system.
 _____ Meets or exceeds _____ Does not Meet
77. The successful vendor will have total turnkey responsibility for the installation and interconnection between the recording devices represented in their bid response and all telephone and radio circuits, indicated by the Communications Center staff
 _____ Meets or exceeds _____ Does not Meet
78. City of Lincoln will not pay for any estimates or work required on the part of the vendor to bid on this project.
 _____ Acknowledged
79. The selected vendor will supply all hardware and application/operating software needed to control and operate the recording, logging, and playback system.
 79.1 Item(s) not specifically stated but needed for the proper function of the recording system will be provided and installed by the vendor at no charge.
 79.2 Item(s) or preparatory site work that are to be supplied by the City of Lincoln will be clearly defined by the vendor's bid response with the specifications, diagrams, etc., as needed.
 _____ Acknowledged
80. Upon the request of the City of Lincoln the vendor will conduct a full demonstration of the proposed system's features and values within five working days.
81. This demonstration must be either on-site, or within a reasonable distance from the City of Lincoln.
82. The vendor will address all of the requirements listed in this specification.
 _____ Acknowledged

83. The bid response must include the price for a one-hundred eighty (180) day supply of the selected disk recording media
_____Acknowledged
84. Complete Attachment A which is to include a list of sites comparable to the City of Lincoln Animal Control that have purchased the same products as proposed.
85. The list must include contact names, addresses and telephone numbers.
86. Where possible, please restrict the reference list to Nebraska and the surrounding states.
_____Acknowledged
87. Complete Attachment B which is a statement identifying the location of the repair center, and the number of vendor technicians trained by the manufacturer in the proposed recorder system devices.
_____Acknowledged
88. Optional features must be clearly marked and priced to include installation, parts, and labor charges.
89. The vendor must honor these optional feature costs for 12 months following the acceptance of the bid response.
_____Acknowledged
90. The vendor must provide on-site training and instruction for two (2) operators covering all equipment supplied within the bid response.
91. Periodic training may be necessary within the first twelve months at no additional charge for Communications Center staff to fully acquaint themselves with all of the features of the new system.
_____Acknowledged
92. As time is of the essence, time of delivery, installation and training will be a major factor when considering award.
93. Indicate below how many days after receipt of order you will be able to schedule the aforementioned:
94. Number of Days ARO for Delivery: _____
95. Number of Days After delivery for install: _____
96. Number of Days After install for Training: _____

OTHER INFORMATION REQUIRED

Make/Model of Equipment Bid _____
 Warranty (extended) _____
 Cost of moving old system if any _____
 Trade-in allowance for old system _____
 Purchase of old system _____
 Pricing information for expanding memory capacity _____
 Pricing information for expanding channels _____
 Pricing information for remote access _____
 Pricing information for system redundancy _____
 Explain if there is additional cost for the various options if system is purchased. _____

 Explain any additional cost per month for the various options for each leasing option _____

 Include pricing information for any other optional features of your system _____

EXPERIENCE & EXISTING CUSTOMERS (similar installations)

Company Name _____
 Address _____
 Telephone Number _____
 Contact Person _____
 Type of System _____
 Features _____
 Date Started installation _____
 Date completed installation _____
 Company Name _____
 Address _____
 Telephone Number _____
 Contact Person _____
 Type of System _____
 Features _____
 Date Started installation _____
 Date completed installation _____
 Company Name _____
 Address _____
 Telephone Number _____
 Contact Person _____
 Type of System _____
 Features _____
 Date Started installation _____
 Date completed installation _____

SERVICE FACILITY /INSTALLATION INFORMATION

The proposed system will be installed by or under the direct supervision of a person who has been certified to install it. That individual is: _____

This individual has been installing like systems for _____ years.

Service:

The proposed system will be serviced from a facility located at:

There will be _____ persons available to provide service from that facility; _____ of whom have successfully completed a factory service school on the proposed system. Their names are listed below:

**PROPOSAL
SPECIFICATION NO. 03-301**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, (December 3, 2003)**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

| <u>Description</u> | <u>Quantity</u> | <u>Price</u> |
|--------------------------------------|------------------------|---------------------|
| Master Logger Recorder System | 1 ea | \$ _____ |

BID SECURITY REQUIRED: **YES**
 X **NO**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. (03-301)**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

| | |
|----------------------|-----------|
| State | Statutory |
| Applicable Federal | Statutory |
| Employer's Liability | \$100,000 |

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

| | |
|--|-----------------------------|
| A. Bodily Injury/Property Damage | \$1,000,000 each Occurrence |
| | \$2,000,000 Aggregate |
| B. Personal Injury Damage | \$1,000,000 each Occurrence |
| C. Contractual Liability | \$1,000,000 each Occurrence |
| D. Products Liability & Completed Operations | \$1,000,000 each Occurrence |

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond

Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln

555 South 10th St.

Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
9. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.